

CARROLL H. KEHNE, JR. and  
DONNA P. KEHNE, his wife  
RFD 3  
Frederick, Maryland

\* NO. 21,506 EQUITY

vs.

IN THE CIRCUIT COURT FOR

EVA M. PORTER SMITH  
103 Bishop Lane  
Catonsville, Maryland

FREDERICK COUNTY, MARYLAND

\* \* \* \* \*

BILL OF COMPLAINT

The Bill of Complaint of Carroll H. Kehne, Jr. and Donna P. Kehne, his wife, by Charles U. Price, their attorney, alleges:

1. On August 8, 1966, the Complainants and Eva M. Porter Smith, Defendant, (whose name was then Eva M. Porter, she having since married Lloyd L. Smith) entered into a written agreement by which the Complainants agreed to sell and convey to the Defendant, and the Defendant agreed to purchase from the Complainants, all that lot or parcel of land located on the south side of First Avenue in Brunswick, Frederick County, Maryland, and more particularly identified as 6 First Avenue, Brunswick, Maryland, at and for the purchase price of Twelve Thousand, Seven Hundred Dollars (\$12,700.00). The contract of sale is attached hereto as Complainants' Exhibit No. 1 and prayed to be taken as a part hereof.

2. At the time the aforesaid agreement was executed, the Defendant paid the Complainants Five Hundred Dollars (\$500.00) of the purchase price, and agreed to pay the balance as provided in said agreement.

3. The said agreement provided that settlement was to be on or before October 1, 1966, and further provided that time was of the essence of the agreement.

4. Before the said date provided for final settlement, the Complainants were ready, willing and able to convey to the Defendant a good and merchantable title to the premises, free of liens and encumbrances as provided by the con-